

No title search requested or performed
DML 2969-2017005 SHW

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
BRETON OAKS

This Declaration of Covenants, Conditions, and Restrictions of Breton Oaks (the "Declaration") is made on this 7 day of May, 2018 by Breton Oaks, LLC, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property located in the Third Election District of St. Mary's County, Maryland described as follows (herein after referred to as the "Property"):

Lots 1 through Lot 7, inclusive, as shown on that plat entitled "Breton Oaks Minor Subdivision" prepared by Robert E. Trautman and recorded among the Land Records of St. Mary's County, Maryland at Plat Liber No. 75, Folio 71.

BEING all of the land conveyed unto Declarant pursuant to that deed of even date herewith and recorded immediately prior hereto.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in the Property and for the maintenance of the properties and improvements thereon, and to this end desires to subject the Property to the easements restrictions, covenants, and conditions as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenant, liens, and conditions, which are for the purpose of protecting the value and desirability of the Property, which easements, restrictions, covenants, liens, and conditions shall run with the Property and be binding on all parties having any right, title, or interest in the Property, or any part thereof, and their heirs, personal representatives, successors, and assigns, and which shall inure to the benefit of each Owner thereof.

1. **Definitions.**

A. "Declarant" shall mean and refer to Breton Oaks, LLC and its successors and/or assigns, provided, however, that the rights, reservations, easements, interests, exemptions, privileges, and powers of the Declarant pursuant to this Declaration shall not inure to the benefit or burden of the successors and assigns of the Declarant except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges, and powers of Declarant are specifically assigned or transferred to any successors or assigns by a recorded writing.

B. "Lot" "or "Lots" shall mean and refer to any plot of land shown upon the Plat of the Property on which it is intended that a single family residential dwelling will be constructed.

C. "Owner" and "Owners" shall mean and refer to the person or the combination of persons, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner. The term "Owner" shall not mean the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any contract buyer or mortgagee or other person holding an interest in a Lot as security for the performance of any obligation.

D. "Plat" shall refer to that plat entitled "Breton Oaks Minor Subdivision" prepared by Robert E. Trautman and recorded among the Land Records of St. Mary's County, Maryland at Plat Liber No. 75, Folio 71.

E. "Property" shall mean and refer to all the real property subject to this Declaration, namely: Lots 1 through Lot 7, inclusive, as shown on that plat entitled "Breton Oaks Minor Subdivision" prepared by Robert E. Trautman and recorded among the Land Records of St. Mary's County, Maryland at Plat Liber No. 75, Folio 71.

2. Easements.

A. The Declarant, for itself, its heirs, successors, and assigns, hereby expressly grants and reserves to the Declarant easements and right-of-ways through, under, over, on, and across the Property for the installation, maintenance, replacement, and inspection of (a) lines and appurtenances of public or private water, sewer, drainage, stormwater management, gas, electricity, telephone, cable television, media cabling, and other utilities; (b) public or private vehicular or pedestrian roads, right-of-ways, bikeways, sidewalks, walkways, landscaping, and pathways; and (c) stormwater management areas. The Declarant, for itself, its heirs, successors, and assigns, further expressly grants and reserves unto itself the right to grant licenses, right-of-ways, and easements through, under, over, on, and across the Property for access or for the construction, reconstruction, maintenance, and repair of any such utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or private company.

B. Declarant, for itself, its heirs, successors, and assigns and for the benefit of the Owners, hereby grants and reserves to the Declarant and the Owners an easement across those areas labeled as "Stormwater Management and Drainage Easement" on the Plat (the "Drainage Easement Area") to allow stormwater to discharge from Breton Oaks Lane and adjacent areas and temporarily accumulate and pond across and within the Drainage Easement Area, which easement shall include the right of ingress and egress under, over, and through the Drainage Easement Area for all purposes necessary and incidental to storm drainage and discharge from Breton Oaks Lane and adjacent areas and the exercise of the rights granted herein.

3. Protective Covenants. Except for the activities of the Declarant in connection with the sale of Lots or the construction of improvements on such Lots or in connection with reasonable development of the Property by the Declarant, the Property shall be subject to the following protective covenants:

A. Residential Use. No part of the Property shall be used for purposes other than residential housing and the ancillary accessory common purposes to residential housing for which the development was designed. Notwithstanding that the Property shall be used for residential purposes, “no impact home-based businesses” and “family day care homes” shall be permitted as allowed under the Maryland Code Annotated, Real Property Article (the “Real Property Article”) and the Declarant may dedicate such sections of the Property as it deems necessary for use as roads and other right-of-ways. As defined in the Real Property Article, Section 11B-111.1(a)(4), as it may be amended from time to time, a “no-impact home-based business” means a business that “(i) is consistent with the residential character of the dwelling unit; (ii) is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit; (iii) uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and (iv) does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State or any local governing body designates as hazardous material.” A “family day care home” means a unit registered under Title 5, Subtitle 5 of the Family Law Article of the Maryland Code.

B. Property Maintenance. Unless otherwise provided herein, Lot Owners are responsible for the upkeep and appearance of their Lot, including, but not limited to, their principal dwelling and surrounding property, so as not to detract from the overall ambiance of the neighborhood. The exterior of the principal dwelling shall be maintained free of peeling paint, damaged brick, stone, or siding, faded or washed out stain or paint, missing roof shingles, etc. Landscaping and lawns are to be kept in a neat, trim condition. All principal dwellings shall include landscaping along the front side of the dwelling. Lot Owners with dwellings located on corner Lots are required to landscape all sides of the dwelling adjacent to community streets. Yards of both occupied and unoccupied Lots must be kept free of debris and garbage. Non-resident Lot Owners are bound by these rules.

C. Protection of Easements and Natural Drainage. No structure, planting, or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard the direction or flow of any drainage channels.

D. Clothes Drying Equipment. All clothes lines or poles or other exterior clothes drying apparatus shall be placed in the rear yard or otherwise out of view from Breton Oaks Lane.

E. Children’s Recreational and Play Equipment. Children’s recreational and play equipment may only be placed or erected in the rear yard of the dwelling or otherwise out of view from Breton Oaks Lane. Basketball goals may be mounted on the garage of the principal dwelling. Freestanding basketball goals may not be used at the street edge so that the street becomes the playing surface.

F. Vehicles. Except as elsewhere herein provided, no vehicle without current valid registration plates shall be kept upon any part of the Property, unless it is housed entirely within (i) the principal dwelling's attached garage or (ii) an unattached garage.

G. Watercraft, Boats, Trailers, and Recreational Vehicles. No watercraft, boats, trailers, campers, jet skis, recreational vehicles, or anything similar in nature (hereinafter "Recreational Equipment") shall be kept upon any part of the Property, unless the Recreational Equipment is

(1) housed entirely within the principal dwelling's attached garage or housed entirely within an unattached garage or shed or

(2) properly screened from the view of the public, including neighbors, in compliance with the following restrictions:

(i) The Recreational Equipment must be parked or staged on a prepared parking pad sufficient in size to hold the Recreational Equipment and must be located behind the rear line of the principal residence and away from the Lot boundary. Recreational Equipment is not permitted on any lawns or yards or unpaved portions of the Property; and

(ii) The Recreational Equipment must not be visible from Breton Oaks Lane.

H. Parking and Traffic Restrictions. Automobiles shall be kept in the principal dwelling garage and/or driveway of each Lot, and shall not be routinely parked on the street nor on any area on each Lot that is not the driveway. Parking automobiles on any part of the lawn of a Lot is prohibited. Street parking is intended for guests only. No automobile, motorcycle, bicycle, tricycle, or other wheeled vehicles or toys shall be parked or left unattended on any sidewalk, pathway, or walkway or on any part of the roadways of the Property so as to interfere with or obstruct the use thereof or ingress and egress to any Lot. No boats or trailers shall be parked or left unattended on any part of the roadways.

I. Sheds. Sheds shall only be located on the rear of the Lot behind the rear plane of the primary dwelling residence and must be at least 5' from any boundary line, or as otherwise provided by applicable laws and regulations. Sheds are not permitted on a property boundary line and shall not be used in lieu of fencing where the fencing ties into the corners of the sheds.

J. Owner Liability for Violations. Owners will be jointly and severally liable and responsible for the actions of their children, pets, tenants, guests, employees; invitees, and licensees.

4. General Provisions

A. Enforcement. The Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the Declaration for so long as the Declarant owns any Lot.

Any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, provided that for so long as the Declarant owns any Lot or is a contract purchaser of any Lot in the subdivision such action shall not be brought without the

consent of the Declarant. Failure by the Declarant or any Owner to enforce any covenant, restriction, or maintenance provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant or Owner, as applicable, shall be entitled to recover all costs, including reasonable attorney's fees, in the successful enforcement of the provisions of this Declaration. The Declarant shall have the right to assign its rights of enforcement hereunder to any person, including, by way of illustration and not limitation, an affiliate of the Declarant who may own property in the immediate vicinity of one or more of the Lots. The Declarant may issue variances to any provisions expressed or implied by this Declaration. For so long as the Declarant owns any Lot or is contract purchaser of any Lot, Declarant shall have the unilateral right, in the exercise of its sole discretion, to issue permanent or temporary waivers to the above covenants, and/or amend the same.

B. Severability. Invalidation of any one of these covenants, conditions, or restrictions, or the conditions and restrictions by judgment or Court Order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

C. Amendment. The easements, if any, created herein are intended to exist in perpetuity. The covenants of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. For so long as the Declarant owns a Lot or is the contract purchaser of any Lot, the Declarant shall have the unilateral right, without the consent of any other person, to amend this Declaration in its sole and absolute discretion. This Declaration may be amended during the first twenty (20) year period by an instrument signed by all of the Lot owners, and thereafter by an instrument signed by not less than two-thirds (66.6%) of the Lot owners, provided that if the Declarant is the owner of a Lot or the contract purchaser of a Lot said amendment shall also require the consent of the Declarant. Any amendment shall be recorded in the Land Records of St. Mary's County, Maryland.

D Successors. Any and all rights, reservations, easements, interests, exemptions, privileges, and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the owners of the Lots, provided that the conveyance of a Lot shall not be deemed an implied assignment of any such rights to the owner of the Lot.

E. Construction. The provisions, covenants, conditions, restrictions, easements, and reservations contained in this Declaration shall be governed and construed in accordance with the laws of the State of Maryland. Such provisions, covenants, conditions, restrictions, easements, and reservations shall be liberally construed to effectuate the purposes of (a) allowing the Declarant to expeditiously develop the Property and market and sell the Lots to prospective owners and (b) for the preservation of aesthetic and property values therein, and for the common welfare and enjoyment of all residents thereof as determined by the Declarant in its sole and absolute discretion.

5. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms

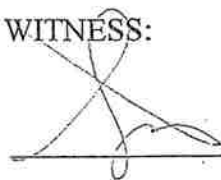
and provisions of this Declaration. Whenever the context so requires, the male gender shall include all genders and the singular shall include the plural.

6. **Severability.** All of the covenants, conditions, restrictions, easements, and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or enforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, easements, reservations, or clause or phrase thereof.

IN WITNESS WHEREOF the below named have affixed their signatures and seals as of the date first written above.

SIGNATURES ON FOLLOWING PAGE

WITNESS:



DECLARANT:
BRETON OAKS, LLC

By:  (SEAL)
Carol Choporis, Member

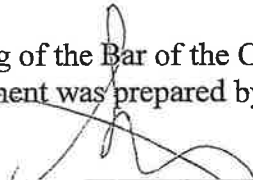
STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Carol Choporis, Member of Breton Oaks, LLC, and she acknowledged that she executed the foregoing Declaration of Covenants, Conditions and Restrictions of Breton Oaks for the purposes therein contained and that she duly authorized to execute the within instrument as the act and deed of said Breton Oaks, LLC.

As Witness, my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

The undersigned, a member in good standing of the Bar of the Court of Appeals of the State of Maryland, hereby certifies that the within instrument was prepared by him.



Samuel H. Wiest, Esq.

COMMUNITY ROADS DECLARATION AND EASEMENT

THIS DECLARATION, made April 17-17, by Paul Choporis (the "Developer).

RECITALS

A. The Developer owns a tract of land consisting of 21.012 acre more or less located in 3rd Election District of St. Mary's County, Maryland. The tract (hereinafter called the "Property") consists of all of the land shown on the subdivision plat entitled "Breton Oaks Minor Subdivision," recorded among the Land Records of St. Mary's County, Maryland in Plat Book 75, Page 71 (hereinafter the "Plat").

B. The Developer desires to subject the Property, and the lots located therein (the "Lots"), to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Community Roads located within the Property, as improved from time to time.

C. The Community Roads located within the Property will not be maintained by the Commissioners of St. Mary's County. Community Roads are to be maintained by the Lot Owners as more particularly described below.

D. The undersigned Trustees are the trustees under a Deed of Trust (the "Deed of Trust") on the Property from the Developer dated 10/9/13, which is recorded among the Land Records of St. Mary's County at Liber 3969, folio 0629. The undersigned Bank is the holder of the promissory note secured by the Deed of Trust. The Trustees and the Bank are joining in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

E. The Developer, the Trustees and the Bank hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

**ARTICLE I
DEFINITIONS**

(a) "Association" means, collectively, an unincorporated association of all Owners of the Lots.

(b) "Community Roads" means those areas of land, designated on the recorded subdivision plat of the Property as "Breton Oaks Lane", intended to be devoted to the common use and enjoyment of the Owners of the Lots.

(c) "Developer" means the above-named Developer and any successor or assign thereof, other than an Owner to whom a lot has been conveyed by the Developer, to whom the above-named Developer shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it.

(d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title only to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(e) "Property" means all of the land shown on the Plat more particularly referred to in paragraph A of the Recitals to this Declaration.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

All of the land shown on the Plat referred to in paragraph A of the Recitals to this Declaration (the "Existing Property") shall be, transferred, held, sold, conveyed, and occupied subject to this Declaration.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. Each member shall be entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

**ARTICLE IV
COMMUNITY ROADS**

SECTION 1. Each Owner hereby establishes and creates for the benefit of each other Owner a mutual, reciprocal and non-exclusive easement, license, right and privilege to use and enjoy, for ingress and egress and the purposes for which they have been designed, all Community Roads which have been or may be hereafter constructed on the Property.

ST. MARY'S COUNTY CIRCUIT COURT (Land Records) TLC 4690, p. 0286, MSA_CE60_4999. Date available 08/08/2017. Printed 12/07/2017.

SECTION 2. The Developer, its successors, and assigns, shall have the right (a) to lay, install, construct, and maintain, on, over, under or in the Community Roads, pipes, drains, mains, conduits, lines, and other facilities for water, stormwater management facilities, sanitary sewer, gas, electric, telephone, cable television lines, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon a Community Road for such purposes and making openings and excavations therein ; (b) to construct or complete the construction of improvements and the landscaping of the Common Area; and (c) to continue to use and maintain any stormwater management facilities and any sediment control facilities located on, over, under or in the Community Roads.

SECTION 3. The Community Roads shall be deemed property and facilities for the ingress, egress, use, benefit, and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Community Road, except drainage, stormwater management facilities, and utility systems and structures. The Community Roads may be graded. No portion of any Community Road may be used exclusively by any Owner for personal gardens, storage facilities, or other private uses. No noxious or offensive activity shall be carried on upon any Community Road nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore, and maintain the Community Roads, including storm water management facilities located in the Right of Way, as from time to time improved, at its own cost and expense.

SECTION 5. The right of each Owner to use the Community roads shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order, and cleanliness of the Community Roads. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by an Owner and the Developer, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. An Owner and the Developer shall each have the right to abate and remove any breach or violation by any Owner at the cost and expense of that Owner.

SECTION 6. Notwithstanding any provision hereof to the contrary, Commissioners of St. Mary's County, its officers, employees and agents, Emergency and Police services shall have a right of ingress and egress over the Community Roads.

**ARTICLE V
PROPERTY RIGHTS IN THE COMMUNITY ROADS**

SECTION 1. The Developer shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions, and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Developer, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Community Roads for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Community Roads shall be subject to the right of the Association to suspend the voting rights of an Owner for any period in which any assessment against his Lot remains unpaid.

SECTION 2. Any Owner may delegate his right to the use and enjoyment of the Community Roads to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

SECTION 3. Each Owner shall fully and faithfully comply with the rules, regulations, and restrictions applicable to use of the Community Roads, as these rules, regulations, and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order, and cleanliness of the Community Roads. Each Owner shall comply with the covenants, agreements, and restrictions imposed by this Declaration on the use and enjoyment of the Community Roads.

SECTION 4. The rights, privileges, and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Community Road to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of the members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority, or utility accepting the dedication or transfer.

**ARTICLE VI
COVENANT FOR ASSESSMENT**

SECTION 1. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges,

together with interest at the rate of ten percent (10%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate ten percent (10%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot.

SECTION 2. The assessments and charges levied by the Association shall be used exclusively for the improvement, operation, and maintenance of the Community Roads, including, but not limited to, the payment of taxes and insurance thereon.

SECTION 3. Until December 31st of the year in which the first Lot is conveyed, the annual assessment shall be \$100⁰⁰ per Lot which shall be the maximum annual assessment for that year. The maximum annual assessment may be increased by a vote of majority of the members of the Association, voting in person or by proxy, at a meeting called for such purpose.

SECTION 4. In addition to the annual assessments authorized above, the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement located on any Community Road, provided that such assessment shall first be approved by two thirds (2/3) of the votes of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5. Annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. The annual assessments shall commence on the first day of the month following the first conveyance of a Lot. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

SECTION 8. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%)

per annum, and the Association, or any Owner on behalf of the Association, may bring an action at law against the Owner personally obligated to pay the same.

SECTION 9. If an annual or special assessment is not paid on the due date, such assessment shall constitute a lien upon the Lot against which such assessment is made. The lien shall be established and enforced by the Association, or any Owner on behalf of the Association, pursuant to the Maryland Contract Lien Act as provided for in the Real *Property Article* of the *Annotated Code of Maryland*.

SECTION 10. The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII GENERAL PROVISIONS

SECTION 1. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2. The covenants and restrictions of this Declaration shall run with and bind the Property.

SECTION 3. The Developer shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power, and authority of the Developer may be exercised only if the Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae), or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon, for approved mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs.

SECTION 4. Any undersigned Trustees join herein for the purpose of assenting to and subordinating the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of Trust on the easements, reservations, rights, and benefits reserved and retained by the Developer herein. Any undersigned Bank joins herein for the purpose of assenting to and subordinating its interest under the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Deed of

Trust on the easements, reservations, rights and benefits reserved and retained by the Developer herein.

WITNESS the hands and seals of the parties hereto on _____

OWNERS:

ATTEST:

by: Paul Choparis [SEAL]
PAUL CHOPARIS

by: Edna Wentworth [SEAL]
EDNA WENTWORTH

STATE OF MARYLAND, County of St. Mary's, TO WIT:

I HEREBY CERTIFY that on this 13th day of July, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally Paul Choparis + Edna Wentworth, who acknowledged himself to be the owner of Bretton Oaks Minor Subdivision and he acknowledged that he, being authorized to do so, executed the foregoing on behalf of the Developer for the purposes therein contained and he acknowledged the same to be the lawful act and deed.

AS WITNESS my hand and Notarial Seal the day and year first above written.



[Signature]
Notary Public
My Commission Expires: _____

THIS IS TO CERTIFY that the ~~within~~ Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Approved as to Form and Legal Sufficiency:

[Signature]
Office of the County Attorney

DOCUMENT VALIDATION

LR - Easement
(No-Taxes) Recording
Fee 20.00
Name: CHOPORIS/BRETON
DAKS LANE
Ref: 4690/285
LUGM

LR - Easement
(No-Taxes) Surcharge 40.00

SubTotal: 60.00

Total: 60.00

07/21/2017 01:29

CC1B-JD

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Mary's

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ST. MARY'S COUNTY CIRCUIT COURT (Land Records) TLC 4690, p. 0292, MSA_CE60_4999, Date available 08/08/2017, Printed 12/07/2017.

Circuit Court for St. Mary's County
PO Box 676
41605 Courthouse Drive
Leonardtown, MD 20650
(301) 475-7844